

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

COLUMBIA GAS TRANSMISSION, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No.:
	)	
0.12 ACRES OF LAND, MORE OR	)	
LESS, IN WASHINGTON COUNTY,	)	
MARYLAND; STATE OF MARYLAND,	)	
DEPARTMENT OF NATURAL RESOURCES,	)	
	)	
Defendants.	)	

**PLAINTIFF'S MOTION FOR AN ORDER OF CONDEMNATION AND**  
**FOR PRELIMINARY INJUNCTION**

Plaintiff, Columbia Gas Transmission, LLC ("**Columbia**"), moves this Court, pursuant to Rules 71.1 and 65 of the Federal Rules of Civil Procedure and 15 U.S.C. § 717, *et. seq.*, for an order authorizing it to condemn the property interests described in its Complaint in Condemnation (the "**Easement**") and a preliminary injunction granting it immediate access to and use of the Easement. In support of this Motion, Columbia relies upon the pleadings filed in this action, the Declaration of Jacob Haney, P.E. ("**Haney Decl.**"), which is attached hereto as **Exhibit 1**, and incorporated by reference herein, and its Memorandum in Support, which is filed contemporaneously herewith and incorporated by reference herein.

The Federal Energy Regulatory Commission ("**FERC**") granted Columbia a Certificate of Public Convenience and Public Necessity for the project at issue on July 19, 2018, in FERC Docket No. CP17-80-000 (the "**FERC Certificate**"). The FERC Certificate approves the construction and operation of approximately 3.37 miles of 8-inch diameter natural gas pipeline (the "**Project**"). The subject pipeline will commence at interconnections with Columbia's Line 1804 and Line 10240 in Fulton County, Pennsylvania and extend through Washington County, Maryland, to a point of

delivery with the local distribution system of Mountaineer Gas Company, the project shipper, in Morgan County, West Virginia. The primary purpose of this Project is to provide up to 47,500 dekatherms per day (Dth/d) of incremental firm transportation service to serve markets in West Virginia, in addition to serving multiple communities by increasing supply options and enabling the safe and reliable transport of natural gas, and the Easement will be used to that end.

The FERC Certificate grants Columbia the power of eminent domain pursuant to 15 U.S.C. § 717f(h). Indeed, as a matter of law, Columbia is authorized to condemn the Easement, which is necessary to the operation of Columbia's Project. Columbia has attempted to negotiate the voluntary acquisition of the Easement, which efforts are described in detail in Columbia's Memorandum in Support, to no avail; accordingly, Columbia has been unable to acquire the Easement by contract. (Haney Decl., Ex. 1 at ¶¶ 13-22). Columbia has also complied with the requirements of Federal Rule of Civil Procedure 71.1.

Upon the Court's affirmation that Columbia has established its substantive right to condemn the Easement, Columbia should be granted immediate access to and use of the Easement by way of a preliminary injunction. *See, e.g., E. Tenn. Nat. Gas Co. v. Sage*, 361 F.3d 808, 828 (4th Cir. 2004); *Mountain Valley Pipeline, LLC v. 6.56 Acres of Land, Owned by Sandra Townes Powell*, 915 F.3d 197, 215 (4th Cir. 2019); *Columbia Gas Transmission, LLC v. 252.071 Acres More or Less*, CV ELH-15-3462, 2016 WL 1248670, at \*19 (D. Md. Mar. 25, 2016); *Columbia Gas Transmission, LLC v. 84.53 Acres of Land, More or Less, In Calhoun, Marshall, Ritchie, Tyler, & Wetzel Cntys., W. Virginia*, 310 F. Supp. 3d 685, 689 (N.D. W. Va. 2018).

The Project, as approved, contemplates an approximately 4,294-foot HDD to pass beneath multiple tracts of real property, including the Tract, and there are significant construction activities for the Project as a whole. The Easement is an integral portion of the HDD, as the HDD could not

be completed as approved by the FERC Certificate without it. Additionally, critical strategic planning is required to schedule and coordinate the performance of the significant construction activities along the Project Route. While the HDD process requires significant coordinating and scheduling on its own, the particular work to be done on this Tract requires even more rigorous coordination because, among other things, the HDD must pass below the Potomac River—a highly-complex crossing that is unique to the tract on which this Easement is located. Any uncertainty regarding access to and use of the Easement, as well as any other deviations from the construction and project-management schedules, will prevent the HDD from commencing, thereby hindering the critical strategic planning and coordination.

Therefore, without the preliminary injunction Columbia will not be able to prosecute construction activities as scheduled and contracted. If Columbia does not obtain the right of immediate access, it will prevent the necessary mobilization of Columbia's Project construction contractors (and their subcontractors and materialman), exposing Columbia to, among other things, substantial damages associated with delay and/or loss of qualified contractors to perform the very specialized work associated with the pipeline installation at issue. Indeed, if not allowed immediate access to and use of the Easement, Columbia's construction schedule is almost certainly unattainable, and Columbia's ability to complete the Project before the July 19, 2020 expiry deadline under the Certificate (the "**Certificate Expiry Date**") and Columbia's contractually committed in-service date of November 1, 2020 (the "**In-Service Deadline**") would be seriously jeopardized.

Additionally, Columbia's business reputation with its contractors, both those associated with the Project and others in the industry in general, would be irreparably harmed as a result of any significant delay in the Project. In sum, if the Project's construction schedule is substantially

and materially impaired, this could threaten the viability of the Project and cause immeasurable, non-compensable harm to Columbia's business reputation and goodwill. Immediate access to and use of the Easement is therefore necessary to ensure that Columbia can complete the Project before the Certificate Expiry Date, comply with its obligations, and meet its In-Service Deadline.

Meanwhile, the balance of equities demonstrably weighs in Columbia's favor. Because the determination of the amount of just compensation owing by reason of Columbia's appropriation of the Easement will not be impacted by immediate access to and use of the Easement, Defendant will suffer no harm by virtue of the granting of expedited access and use.

Finally, the public interest weighs in favor of granting a preliminary injunction because, among other reasons, expeditious completion of the Project requires immediate access. The Project is integral to bringing high-quality natural gas to market through safe, secure, and reliable methods, which will directly benefit the general public.

Based on the foregoing, and for the reasons more fully stated in Columbia's Memorandum in Support, Columbia respectfully requests that this Court enter an order of condemnation and use its inherent equitable power to award a preliminary injunction granting Columbia immediate access to and use of the Easement for the purposes of the Project.

Dated: May 16, 2019

Respectfully submitted,

By: /s/  
Alan M. Rifkin (MD Bar No. 11562)  
Barry L. Gogel (MD Bar No. 25495)  
Rifkin Weiner Livingston, LLC  
225 Duke of Gloucester Street  
Annapolis, Maryland 21401  
T: 410.269.5066  
F: 410.269.1235  
arifkin@rwilllaw.com  
bgogel@rwilllaw.com

John Haug (to be admitted pro hac vice)  
David Fedder (to be admitted pro hac vice)  
Michael Harriss (to be admitted pro hac vice)  
Dentons US LLP  
211 N. Broadway Suite 3000  
St. Louis, MO 63102  
T: 314.259.1800  
F: 314.259.5959  
john.haug@dentons.com  
david.fedder@dentons.com  
michael.harriss@dentons.com

*Attorneys for Plaintiff Columbia Gas Transmission,  
LLC*

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**DECLARATION OF JACOB HANEY, P.E.**

I, Jacob Haney, Project Manager, declare the following:

1. I am over the age of 18.
2. I submit this Declaration in support of the Motion for an Order of Condemnation and for Preliminary Injunction filed by Plaintiff Columbia Gas Transmission, LLC (“**Columbia**”). I have knowledge of the facts set forth herein based upon personal knowledge and information made known to me through my work for Columbia, including, without limitation, from review of Columbia’s business records prepared and maintained in the course of Columbia’s regularly conducted business activities. If called as a witness, I could and would testify competently thereto under oath.
3. I am a Project Manager for TransCanada Corporation and have been employed by TransCanada in that role since 2014. Columbia is a wholly owned subsidiary of TransCanada. Since March of 2018, I have served as a Project Manager with respect to Columbia’s Eastern Panhandle Expansion Project (the “**Project**”). I have worked in the natural gas pipeline industry since 2011. In addition, I am a licensed professional engineer.
4. In my capacity as Project Manager, I am familiar with the Project, including,

without limitation, the permitting and approval processes and Columbia's efforts to acquire, and the intended uses of, the necessary property interest at issue in this action, which is fully described in **Exhibit B** (the "**Easement**") to the Complaint in Condemnation (ECF No. 1) filed by Columbia in the above-captioned action (the "**Complaint**"). Additionally, I am familiar with, among other things, the Project's construction schedule, budgeting, and the impacts any changes to the construction schedule will have on the Project.

### **AUTHORITY FOR THE PROJECT**

5. Columbia owns and operates one of the largest underground natural gas storage and transmission systems in North America. It transports an average of three billion cubic feet of natural gas per day through its network of nearly 12,000 miles of pipeline, covering ten states and hundreds of communities.

6. Columbia is an interstate natural gas transmission company. Columbia is subject to the jurisdiction of the Federal Energy Regulatory Commission ("**FERC**"), and is qualified thereby to construct, own, operate, and maintain facilities used to transport natural gas in interstate commerce.

7. On or about July 19, 2018, in FERC Docket No. CP17-80-000, FERC issued a Certificate of Public Convenience and Necessity to Columbia, authorizing Columbia to, among other things, construct the Project (the "**FERC Certificate**"). A true and correct copy of the FERC Certificate is attached to the Complaint as **Exhibit A**.

8. Specifically, the FERC Certificate authorizes the Project, which will include, among other things, the construction, maintenance, and operation of a new natural gas pipeline together with connections, fittings, cathodic protection equipment, pipeline markers, and all other below ground equipment, appurtenances and appurtenant facilities thereto in Washington County,

Maryland and other non-jurisdictional counties. As part of its Project, and in accordance with its authority under the Certificate, among other things, Columbia will construct and operate the below-described pipeline segment:

Approximately 3.37 miles of 8-inch-diameter pipeline from Fulton County, Pennsylvania to Morgan County, West Virginia.

The subject pipeline will commence at interconnections with Columbia's Line 1804 and Line 10240 in Fulton County, Pennsylvania and extend through Washington County, Maryland, to a point of delivery with the local distribution system of Mountaineer Gas Company, the project shipper, in Morgan County, West Virginia. The primary purpose of this Project is to provide up to 47,500 dekatherms per day (Dth/d) of incremental firm transportation service to serve markets in West Virginia, in addition to serving multiple communities by increasing supply options and enabling the safe and reliable transport of natural gas, and the Easement will be used to that end.

### **COLUMBIA'S RIGHT TO CONDEMN**

9. To complete the Project, Columbia must acquire the Easement across the single tract of real property at issue in this case.

10. As the Project, and the Project route, have been approved by the FERC Certificate, Columbia is authorized by FERC to acquire the Easement, which constitutes a portion of the FERC-approved route.

11. The Easement is fully depicted and described in Exhibit B to the Complaint, which is incorporated herein by reference. The Exhibit, which includes a plat of the Easement and the property to be encumbered, provides, among other things, the following information about the Easement: (a) the location of the Tract affected by the Easement (the "**Tract**"); (b) the specific amount of acres affected by the permanent property rights sought; (c) the property boundaries; (d) the FERC-approved pipeline route; (e) the area and type of permanent property rights sought;

(f) a diagram showing the northern direction on the property; and (g) a bar scale depicting the actual distances on the plat.

12. Columbia has caused a reasonably diligent search of the public records to be conducted, considering both the property's character and value and the interests to be acquired, in order to ascertain the identity of parties owning or having an interest in the Tract, and this search indicated that the State of Maryland, Department of Natural Resources ("**MDNR**," the "**Defendant**") is the record title holder of the Tract and the only party in interest potentially affected by this taking.

#### **COLUMBIA'S INABILITY TO ACQUIRE THE EASEMENT BY CONTRACT**

13. Columbia's Easement-acquisition efforts, which began in 2016, have included, among other things: (a) searching land title records to ascertain the identities of potentially affected owners and interest holders; (b) making direct contact with representatives of MDNR through telephone calls, personal meetings, and/or written correspondence to discuss the Project and the related Easement rights sought by Columbia; (c) commissioning an appraisal for the subject property; (d) submitting requested documents and information to MDNR, and (e) negotiating both the terms of acquisition and the form of the easement agreement with MDNR.

14. Columbia commissioned an appraisal by an independent appraiser licensed in the State of Maryland to determine the compensation due by reason of the imposition of the Easement sought for the Project (the "**Appraisal**").

15. Columbia and MDNR have negotiated extensively. Most recently, Columbia offered MDNR consideration for the Easement in the amount of \$5,000.00, an amount in excess of the compensation due as determined by the Appraisal.

16. Thereafter, negotiated and agreed-upon terms of a proposed easement agreement

were reached, the execution of which would have obviated the need for these proceedings.

17. On information and belief, formal conveyance of the Easement rights pursuant to the negotiated and agreed-upon terms and form of the easement agreement requires approval by the Maryland Board of Public Works (“**BPW**”). After more than two years of effort by Columbia, the matter of approval of the conveyance of the Easement was placed on the agenda for the January 2, 2019 BPW meeting, at which Columbia’s easement application was denied.

18. Columbia, accordingly, has been unable to acquire the necessary Easement by agreement despite its exhaustive efforts to do so.

19. Significantly, of the 22 tracts of real property impacted by the Project in total, Columbia has, prior to instituting these proceedings, successfully negotiated the voluntary acquisition of easements on 18 tracts (82% of the tracts), leaving only this single tract and three others under common ownership of the National Park Service unacquired. All privately-owned property has been voluntarily acquired without the need for Court intervention.

20. Upon information and belief based upon, among other things, the course of negotiations with MDNR and the negotiated Easement consideration, the amount claimed by the record title holder of the Tract relative to the outstanding Easement exceeds \$3,000.

#### **THE NEED FOR IMMEDIATE ACCESS TO AND USE OF THE EASEMENT**

##### **A. The Necessity of the Easement**

21. Acquiring the Easement is necessary in order to effectuate the Project in accordance with the FERC Certificate.

22. The Project as a whole includes the construction of a new eight-inch pipeline, extending approximately 3.4 miles, from existing 20-inch and 24-inch pipelines in Fulton County, Pennsylvania to a site in Morgan County, West Virginia. The proposed pathway of the pipeline

would cross Washington County, Maryland and travel under the Potomac River before ending at a meter station in Morgan County.

23. FERC has determined and approved the route of the Project (the “**Project Route**”).

24. The Easement is a portion of the Project Route approved by the FERC Certificate as necessary for the construction, maintenance, operation, alteration, testing, replacement, and repair of the Project. The FERC-approved Project Route generally includes: (a) a fifty-foot-wide permanent easement to place, operate, replace and/or maintain the pipeline; (b) associated construction easements necessary to construct and/or replace the pipeline; and (c) all rights, including of ingress, egress, and reasonable access, necessary to construct, protect, repair, replace, upkeep, and maintain the pipeline and the permanent easement.

25. The Easement will be 102 feet long and 50 feet wide. The Easement comprises a portion of an approximately 4,294-foot horizontal directional drill (“HDD”) that will, among other things, pass beneath the Tract at approximately 175 feet below the surface and beneath the Potomac River at a depth of approximately 114 feet. Neither the entry nor the exit point of the HDD is situated on the Tract at issue; accordingly, there is no contemplated disturbance of the surface of the Tract as a result of the Project.

26. Columbia cannot construct the Project in accordance with the FERC Certificate without acquiring the Easement.

**B. The Necessity of Immediate Access to and Use of the Easement**

27. Columbia requires immediate access to and use of the Easement.

28. Two different yet equally important deadlines are at play for the Project: the July 19, 2020 expiry deadline under the Certificate (the “Certificate Expiry Date”) and Columbia’s contractually committed in-service date of November 1, 2020 (the “In-Service Deadline”).

29. Columbia must commence active construction activities for the Project as soon as is practicable in order to meet the Certificate Expiry Date and its In-Service Deadline.

30. Construction activities on the 22 affected properties along the Project Route will vary. Columbia's anticipated construction activities for the Project as a whole (not necessarily limited to the construction activities on the Tract) include some or all of the following: (a) easement preparation to include removal of any appurtenances, trees, etc., and the installation of any required environmental control and/or safety control devices; (b) easement grading, which includes segregating and stockpiling of topsoil as appropriate; (c) preparation of the pipeline trench to receive the pipeline, including blasting, if required; (d) welding of the pipeline, and radiographic or ultrasonic inspection of the welds; (e) lowering of the pipeline into the ditch; (f) making tie-in welds to other installed portions of the pipeline, and radiographic or ultrasonic inspection thereof; (g) coating of the welds; (h) padding and backfilling of the pipeline; (i) temporary and permanent restorations of the affected property; (j) hydrostatic testing of the pipeline; (k) removal of the test water; and (l) purging and pressurizing of the pipeline with natural gas to operating pressure.

31. As mentioned above, the Project, as approved, contemplates an approximately 4,294-foot HDD to pass beneath multiple tracts of real property, including the Tract. The entry point of the HDD will be situated approximately 2,934 linear feet to the southeast of the Tract, and its exit point will be situated approximately 1,880 linear feet to the northwest of the Tract. The Easement is an integral portion of the HDD, as the HDD could not be completed as approved by the FERC Certificate without it.

32. Critical strategic planning is required to schedule and coordinate the performance of the above-described activities along the Project Route. Industry standard practices dictate that the pipeline be constructed using a linear construction method, proceeding sequentially from one

end of a segment of the Project Route to the other, without having to “skip” properties due to lack of access. It is extremely inefficient, vastly more costly, and, often, not feasible to construct the pipeline or perform the HDD work that is required in any other non-linear construction method, *i.e.*, by beginning on a property over which Columbia has the necessary easements and access, then demobilizing and remobilizing around (or “skipping over”) a property over which Columbia does not have an easement and access (*e.g.*, the tract on which the Easement is located), and then returning later to construct that portion of the pipeline. This non-linear practice would, among other things, cause significant delays and substantial additional costs, which would threaten the Project’s very viability.

33. Columbia cannot timely execute its industry standard linear construction plan without a grant of immediate access to and use of the Easement.

34. Moreover, Columbia has already expended significant effort coordinating and scheduling the Project’s work, which requires various contractors with particularized expertise, who must execute and coordinate their sequenced work as dictated by the linear construction method. While the HDD process requires significant coordinating and scheduling on its own, the particular work to be done on this Tract requires even more rigorous coordination because, among other things, the HDD must pass below the Potomac River—a highly-complex crossing that is unique to the tract on which this Easement is located. Because more detailed and particularized coordinating and scheduling will be required to properly effectuate the crossing under the Potomac River in compliance with FERC Certificate obligations, and more specialized contractors will be required, immediate access to and use of the Easement is required.

35. Additionally, all of the work of the Project must be coordinated to ensure compliance with, among other things, the requirements of the FERC Certificate, the Environmental

Conditions listed in the Appendix to the FERC Certificate, and the Occupational Safety and Health Administration.

36. Importantly, the coordination and cost of all such activities is significantly impacted by any “no work” periods. Because the Easement represents an integral portion of the HDD, uncertainty regarding access to and use of the Easement, as well as any other deviations from the construction and project-management schedules, prevents the HDD work from commencing—*i.e.*, it causes a “no work” period. That lack of coordination, or the inability to proceed as planned, can prevent Columbia from timely finishing the Project.

**C. Irreparable Harm to Columbia and Its Customers Without Immediate Access to and Use of the Easement**

37. Among other things, FERC requires Columbia to adhere to the construction procedures as submitted to FERC in the approval process, as well as to comply with the Environmental Conditions listed in the appendix to the FERC Certificate, all of which currently provide for the completion of construction and making the proposed facilities available for service by the Certificate Expiry Date. Due to a combination of permit restrictions, tree and vegetation clearing restrictions, stream crossing restrictions, and practical limitations associated with performing the necessary work at issue during the winter months, the HDD work must be performed between June 15th and March 1st. Accordingly, to meet its Certificate Expiry Date, Columbia must commence the HDD by no later than November 4, 2019.

38. It is anticipated that the HDD work will take approximately 60 to 75 days to complete. Furthermore, given the nature of the HDD work, and the high demand for the specialized contractors who perform it, Columbia must give its HDD contractor not less than three months of advance notice of mobilization or risk the very real possibility that the contractors will not be available at the designated time. Notice to mobilize cannot be given unless and until Columbia has

the right to make use of the Easement as, among other things, Columbia would owe its HDD contractor delay damages of \$25,000 per day for each day the Right-of-Way was not available after notice is given. The practical realities associated with the scarcity of available specialized contractors and resources will become even more extreme as the calendar advances through 2019 and into 2020. The pipeline industry faces a veritable “perfect storm” from a project construction perspective in 2019-2020, a period during which there are not only an unprecedented number of large pipeline projects coming on line for construction, but projects which are clustered geographically in Appalachia and in the central/eastern portion of the United States – greatly taxing the limited pool of specialized contractors and resources. Immediate access to and use of the Easement is necessary to ensure that Columbia can complete construction, comply with its obligations, and make the proposed facilities available for service by the FERC deadline.

39. As is referenced above, in addition to the Certificate Expiry Date, Columbia also faces the In-Service Deadline. Specifically, Columbia is under contractual obligations with a third-party shipper, Mountaineer Gas Company, to deliver long-term natural gas transportation service through the pipeline by November 1, 2020.

**(i) Harm to Columbia**

40. For the reasons discussed in the preceding paragraphs, without immediate access to and use of the Easement, Columbia’s construction schedule is almost certainly unattainable. Likewise, Columbia’s ability to complete the Project before the Certificate Expiry Date and to meet its In-Service Deadline would be seriously jeopardized. If Columbia fails to meet its In-Service Deadline, Columbia will suffer significant economic harm, including, without limitation, losses of approximately \$300,000 per month in foregone revenue, unless and until it completes the Project.

41. If Columbia does not obtain the right of immediate access, it will prevent the necessary mobilization of Columbia's Project construction contractors (and their subcontractors and materialman), exposing Columbia to, among other things, substantial damages associated with delay and/or loss of qualified contractors to perform the very specialized work associated with the pipeline installation at issue.

42. Missing these deadlines would also have significant consequences beyond the Project at hand.

43. In addition to potential damages for loss of its specialized contractors, Columbia's business reputation with its contractors, both those associated with the Project and others in the industry in general, would be irreparably harmed as a result of any significant delay in the Project.

44. For the reasons discussed above, competition to attract and retain qualified specialty pipeline contractors is keen. By committing to one project on a projected timeline, contractors are, necessarily, foregoing other opportunities. Should Columbia be unable to prosecute its work on this Project on its contractually projected and committed timelines, that fact will almost certainly negatively affect Columbia's future negotiations with contractors for both this Project and other projects in the future. This reputational harm to Columbia's business and goodwill would be real, substantial, and irreparable.

45. Similarly, Columbia faces real and substantial reputational harm and loss of goodwill with potential customers should it miss its In-Service Deadline and/or otherwise fail to perform on the Project. Should it become known that Columbia could not meet its contractual and FERC imposed deadlines for this Project, customers/shippers on future projects will be unwilling to make the long-term commitments, many of which necessarily span many years, that are necessary for future Columbia projects that require construction of pipeline infrastructure. They,

instead, would commit to Columbia's competitors for future projects.

**(ii) Harm to Columbia's Customer**

46. Delays in completion of the Project will negatively impact Columbia's customer, Mountaineer Gas.

47. Mountaineer Gas has committed substantial resources and efforts in anticipation of the service to be provided by the Project. More than \$35 million has been expended to date.

48. Among other things, Mountaineer faces reliability concerns with its existing aging infrastructure. The Project is designed to alleviate those concerns. Unless and until the secure and assured service from the Project is in place, Mountaineer is unable to commit to new customers, and uncertainty as to its ability to provide uninterrupted service to existing customers will continue.

**(iii) Harm to Columbia's Customer's Customers**

49. The Project will directly benefit residential, business, and utility customers, as recognized by FERC, by, among other things, serving as a safe, secure, affordable, and reliable source of clean natural gas. The additional volume the Project is intended to transport, which will ultimately be used by downstream consumers, such as families and business owners, will be lost to the market until the pipeline becomes operational.

**(iv) Harm to Third Parties**

50. In addition, the Project will generate jobs in the region through work for local businesses, unions, and contractors, yielding substantial revenues and taxes, as the estimated construction cost of the Project is in excess of \$23 million, which could be impacted by delays in the Project, particularly those threatening the viability of the Project itself.

51. For the foregoing reasons, among others, if Columbia were required to wait until the issue of "just compensation" has been fully and finally adjudicated before accessing and

making use of the Easement, the very viability of the Project, which has already been vetted and approved by FERC, would be compromised, causing irreparable harm to Columbia, its customer, and its customer's customers.

**D. No Harm from Granting Columbia Immediate Access to and Use of the Easement**

52. In contrast, Defendant will suffer no harm by virtue of the Court's granting of immediate access to and use of the Easement, as the determination of just compensation owed by reason of Columbia's appropriation of the Easement is not affected by immediate access and use.

53. Moreover, FERC specifically found that Columbia had taken sufficient measures to minimize the impacts of the Project on landowners and communities, as noted in the FERC Certificate. FERC also found that there would be no locally or regionally significant impacts on air quality as a result of the Project, and specifically found that HDD drilling under the Potomac and Chesapeake and Ohio Canal Historic Park would not have significant adverse impacts. In fact, FERC concluded that a full environmental impact statement was unnecessary because its approval of the Project would not constitute a major federal action significantly affecting the quality of the human environment, so long as the Project is constructed and operated in accordance with Columbia's application and supplements, and in compliance with the environmental conditions in the FERC Certificate.

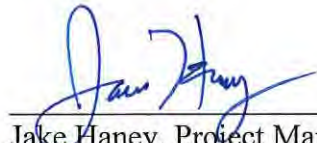
54. Therefore, as Defendant will suffer no harm, there will be no harm from granting Columbia immediate access to and use of the Easement, and the Project will enhance Columbia's ability to meet its new and existing service obligations, serve to ensure continued pipeline safety, and promote the efficiency and reliability of transporting natural gas to the public.

55. Columbia stands ready to deposit into the registry of the Court the amount of its rejected pre-condemnation offer, \$5,000, or such other amount as may be deemed appropriate by

this Court, together with a bond, pursuant to Fed. R. Civ. P. 65(c), for such additional amount as may be deemed appropriate by this Court.

56. Columbia, and its parent company, TransCanada Corporation, are long-established businesses with substantial holdings, operations, revenues, and resources.

On this day, May 15 2019, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

  
\_\_\_\_\_  
Jake Haney, Project Manager